

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

LISA MURTHA and JAMES MURTHA,  
individually and as a marital community,

Plaintiffs,

vs.

GREAT WOLF RESORTS, INC., a Wisconsin  
corporation; CTGW, LLC, a Delaware limited  
liability company; GREAT LAKES SERVICES,  
LLC, a Delaware limited liability company,

Defendants.

No.

COMPLAINT FOR DAMAGES

COME NOW the plaintiffs herein, LISA MURTHA and JAMES MURTHA, by and  
through their undersigned attorneys of record, Myers & Company, P.L.L.C., and for the causes of  
action against the Defendants named herein hereby allege and assert as follows:

**I. PARTIES**

1.1 Plaintiffs at all material times hereto were residents of Bremerton, Kitsap County,  
Washington.

1           1.2     Upon information and belief, Defendant Great Wolf Resorts, Inc. (“Great Wolf”)  
2 was at all material times hereto a corporation organized under the laws of the State of Wisconsin.

3           1.3     Great Wolf is the parent company of Great Wolf Lodge.

4           1.4     Upon information and belief, Defendant CTGW, LLC (“CTGW”) was at all  
5 material times hereto a limited liability company organized under the laws of the State of  
6 Delaware.

7           1.5     CTGW owns Great Wolf Lodge’s physical structures and land.

8           1.6     Upon information and belief, Defendant Great Lakes Services, LLC (“Great  
9 Lakes”) was at all material times hereto a limited liability company organized under the laws of  
10 the State of Delaware.

11           1.7     Great Lakes runs the operations at the Great Wolf Lodge.

## 12                                   **II.     JURISDICTION AND VENUE**

13           2.1     The jurisdiction of this Court is established pursuant to 28 U.S.C. § 1332(a)(1) as  
14 the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, is  
15 between citizens of different States and Defendants are not citizens of Washington State as they  
16 are not incorporated in Washington and do not have their principal places of business in  
17 Washington.

18           2.2     Venue is proper as the acts and omissions giving rise to this cause of action  
19 occurred in this judicial district.

## 20                                   **III.     FACTS**

21           3.1     On May 31, 2015 Lisa and James were visiting the water park at the Great Wolf  
22 Lodge located in Grand Mound, Washington.  
23  
24  
25

1           3.2     The Howling Tornado ride is made of a fiberglass slide with two funnel sections  
2 where the riders oscillate in a raft inside the funnel until reaching a splash pool at the bottom.

3           3.3     Both the specific risks associated with a user weight imbalance and also the  
4 general risk of head and neck injury on the Howling Tornado rides were well known to  
5 defendants.

6           3.4     Lisa, her husband, and a friend (two adult men much larger than Lisa) loaded a  
7 raft to ride down the Howling Tornado waterslide under the supervision of a lifeguard. Lisa sat  
8 on one side of the raft and the two adult men sat across from her.

9           3.5     The raft entered a corner of the Howling Tornado, slid up the wall and capsized  
10 due to the weight imbalance created by loading two grown men on one side and Lisa on the  
11 other.

12           3.6     Lisa hit her head and lost consciousness.

13           3.7     As a result of the incident Lisa suffered personal injuries and special and general  
14 damages in an amount to be proven at trial.  
15

#### 16                           IV.     CAUSES OF ACTION

##### 17           A.     Negligence – Great Wolf

18           4.1     Lisa and James reallege all prior allegations as though fully stated herein.

19           4.2     Great Wolf breached the duty of care it owed to Lisa and James. The incident  
20 occurred as a result of Great Wolf's failure to ensure that the raft was properly loaded.

21           4.3     Great Wolf deviated from its own standard by failing to ensure that the weight in  
22 the raft was equally distributed.

23           4.4     As a direct and proximate result of Great Wolf's breach of its duty of care Lisa  
24 fell and sustained a serious injury.  
25

1           4.5     Lisa has suffered damages in an amount to be determined at trial.

2           B.     Negligence – CTGW

3           4.6     Lisa and James reallege all prior allegations as though fully stated herein.

4           4.7     CTGW breached the duty of care it owed to Lisa and James. The incident  
5 occurred as a result of CTGW's failure to ensure that the raft was properly loaded.

6           4.8     CTGW deviated from its own standard by failing to ensure that the weight in the  
7 raft was equally distributed.

8           4.9     As a direct and proximate result of CTGW's breach of its duty of care Lisa fell  
9 and sustained a serious injury.

10          4.10    Lisa has suffered damages in an amount to be determined at trial.

11          C.     Negligence – Great Lakes

12          4.11    Lisa and James reallege all prior allegations as though fully stated herein.

13          4.12    Great Lakes breached the duty of care it owed to Lisa and James. The incident  
14 occurred as a result of Great Lakes' failure to ensure that the raft was properly loaded.

15          4.13    Great Lakes deviated from its own standard by failing to ensure that the weight in  
16 the raft was equally distributed.

17          4.14    As a direct and proximate result of Great Lakes' breach of its duty of care Lisa  
18 fell and sustained a serious injury

19          4.15    Lisa has suffered damages in an amount to be determined at trial.

20          D.     Respondeat Superior – Great Lakes

21          4.16    Lisa and James reallege all prior allegations as though fully stated herein.

22          4.17    Upon information and belief the lifeguard who supervised loading of the raft was  
23 employed by Great Lakes at the time of the described incident.  
24  
25

1           4.18    The lifeguard was acting within the scope of his employment and in furtherance  
2 of his employer's business and was fulfilling his job functions at the time of the described  
3 incident.

4           4.19    Great Lakes is vicariously liable for the lifeguard's negligence.

5           E.     Loss of Consortium

6           4.20    Lisa and James reallege all prior allegations as though fully stated herein.

7           4.21    A spouse has an independent cause of action for support, service, love, affection,  
8 care, companionship, society, and consortium.

9           4.22    As a direct and proximate cause of Defendants' acts and omissions described  
10 herein, James has suffered damages in an amount to be proven at the time of trial.

11           F.     Foreign Law—Punitive Damages Under Wisconsin and Delaware Law

12           4.23    Lisa and James reallege all prior allegations as though fully stated herein.

13           4.24    Defendants are domiciled in Wisconsin and Delaware. Both states recognize and  
14 allow punitive damages. Punitive damages are appropriate in this case under the choice of law  
15 principles and dépeçage.

16           4.25    Prior to the incident on May 31, 2015 Defendants knew or had reason to know of  
17 the unsafe, dangerous and hazardous condition of the Howling Tornado and that it was  
18 dangerous, unsafe and hazardous to guests.

19           4.26    Prior to the incident on May 31, 2015 Defendants knew or had reason to know  
20 that the condition of the Howling Tornado created a high degree of risk of physical harm to  
21 guests, including but not limited to the risk of an incident causing serious bodily injury.  
22  
23  
24  
25



1 DATED THIS 29<sup>th</sup> day of July, 2016.

2 MYERS & COMPANY, P.L.L.C.

3 Attorneys for Plaintiff

4 By: 

5 Michael David Myers

6 WSBA No. 22486

7 [mmyers@myers-company.com](mailto:mmyers@myers-company.com)

8 Myers & Company, P.L.L.C.

9 1530 Eastlake Avenue East

10 Seattle, Washington 98102

11 Telephone: (206) 398-1188

12 Facsimile: (206) 400-1112